

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 15	
1. CONTRACT PURCH ORDER/AGREEMENT NO. W52H09-04-P-0059			2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2003DEC08		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOA5		
6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-CSC-B SYLVIA JUST (309)782-1058 ROCK ISLAND IL 61299-7630 EMAIL: JUSTS@RIA.ARMY.MIL			CODE W52H09		7. ADMINISTERED BY (If other than 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60005-2451			CODE S1403A		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)	
9. CONTRACTOR NAME AND ADDRESS PRODUCTION PRODUCTS MANUFACTURING& 1285 DUNN ROAD SAINT LOUIS, MO. 63138-2802			CODE 3S151		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE			11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input checked="" type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED	
TYPE BUSINESS: Small Disadvantaged Business Performing in U.S.			12. DISCOUNT TERMS		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15						
14. SHIP TO SEE SCHEDULE			CODE		15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381			CODE HQ0339		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2	
16. TYPE OF ORDER		DELIVERY/ CALL		THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.							
PURCHASE		X		Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____. furnish the following on terms specified herein.							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
<div style="display: flex; justify-content: space-between;"> <div>NAME OF CONTRACTOR</div> <div>SIGNATURE</div> <div>TYPED NAME AND TITLE</div> <div>DATE SIGNED (YYYYMMDD)</div> </div> <div style="margin-top: 10px;"> <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: </div>											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT
		SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA ADELAIDE J TKATCH /SIGNED/ TKATCHA@RIA.ARMY.MIL (309)782-5313 BY: _____ CONTRACTING/ORDERING OFFICER					25. TOTAL \$92,013.62	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED _____											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS	
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS				31. PAYMENT <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER	
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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SUPPLEMENTAL INFORMATION

1. THIS AWARD WILL RESULT IN A UNILATERAL PURCHASE ORDER BETWEEN THE U.S. GOVERNMENT AND A SUCCESSFUL OFFEROR. A PURCHASE ORDER IS AN OFFER BY THE U.S. GOVERNMENT TO BUY THE SUPPLIES OR SERVICES SPECIFIED IN SECTION B. IT BECOMES CONTRACTUALLY BINDING WHEN THE SUCCESSFUL OFFEROR DEMONSTRATES TO THE GOVERNMENT THAT HE/SHE ACCEPTS THE OFFER. THE OFFEROR DEMONSTRATES THAT HE/SHE ACCEPTS THE OFFER BY DELIVERING THE SUPPLIES ON TIME AND WITHIN THE TERMS AND CONDITIONS OF THE PURCHASE ORDER.

2. FAILURE TO PERFORM AND DELIVER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE ORDER CONSTITUTES NON-ACCEPTANCE. THEREFORE, IF THE DELIVERY DATE EXPIRES, SO DOES THE GOVERNMENT'S OFFER, AND THE PURCHASE ORDER IS NO LONGER EFFECTIVE. UNDER THESE CIRCUMSTANCES, THE GOVERNMENT IS UNDER NO OBLIGATION TO ACCEPT SUPPLIES/SERVICES OR TO HONOR INVOICES.

3. SECTIONS C, D, AND E FROM CONTRACT DAAE20-03-C-0004 ARE TO BE USED FOR THIS CONTRACT.

*** END OF NARRATIVE A 001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
<p>(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.</p> <p>(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.</p> <p>(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.</p> <p style="text-align: center;">(End of Clause)</p> <p>(AA7020)</p>		

2	52.201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	APR/2002
<p>a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.</p> <p>b. If you think that this solicitation:</p> <ul style="list-style-type: none"> 1. has inappropriate requirements; or 2. needs streamlining; or 3. should be changed <p>you should first contact the buyer or the Procurement Contracting Officer (PCO).</p> <p>c. The buyer's name, phone number and address are on the cover page of this solicitation.</p> <p>d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:</p> <p>U.S. Army TACOM-RI AMSTA-AQ-AR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3224 Electronic Mail Address: ombudsman@ria.army.mil</p> <p>e. If you contact the Ombudsman, please provide him with the following information:</p>			

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.
- (End of clause)

(AS7006)

352.204-4505DISCLOSURE OF UNIT PRICE INFORMATIONFEB/2003
TACOM-RI

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23,1987), of our intention to release unit prices of the awardee in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such release prior to submission of initial proposals.

(End of clause)

AS7909

452.210-4516COMMERCIAL EQUIVALENT ITEM(S)JUN/1998
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

552.211-4506INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDSDEC/1997
TACOM-RI

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO

- (c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.
- (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.
- (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

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(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

6	52.233-4503	AMC-LEVEL PROTEST PROGRAM	JUN/1998
	TACOM-RI		

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

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Name of Offeror or Contractor: PRODUCTION PRODUCTS MANUFACTURING&

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 1095-01-057-0026 FSCM: 19203 PART NR: 9311451 SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION QUANTITY</u> NOUN: CONTAINER,CARTRIDGE PRON: M131V441M1 PRON AMD: 01 ACRN: AA AMS CD: 070011LVA15 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H093304A614 W45G19 J 2 DEL REL CD QUANTITY DEL DATE 001 80 06-FEB-2004 002 51 06-MAR-2004 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W45G19) XR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V TPF GATE 44 BLDG 184 TEXARKANA TX 75507-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-04-P-0059/0000	131	EA	\$ 462.38000	\$ 60,571.78
0001AB	<u>PRODUCTION QUANTITY</u> NOUN: CONTAINER,CARTRIDGE PRON: M141V191M1 PRON AMD: 01 ACRN: AA AMS CD: 070011LVA15 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u>	68	EA	\$ 462.38000	\$ 31,441.84

Name of Offeror or Contractor: PRODUCTION PRODUCTS MANUFACTURING&

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: OriginACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52H093304A615 W45G19 J 2 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 29 06-MAR-2004 002 39 06-APR-2004 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W45G19) XR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V TPF GATE 44 BLDG 184 TEXARKANA TX 75507-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-04-P-0059/0000				

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Name of Offeror or Contractor: PRODUCTION PRODUCTS MANUFACTURING&

INSPECTION AND ACCEPTANCE
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

7	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
8	52.246-4528 TACOM-RI	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

DELIVERIES OR PERFORMANCE
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

9	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
10	52.247-34	F.O.B. DESTINATION	NOV/1991
11	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999

Name of Offeror or Contractor: PRODUCTION PRODUCTS MANUFACTURING&

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	M131V441M1 070011LVA15	AA	2	97 X4930AC6G 6D	26FB S11116	W52H09 \$	60,571.78
0001AB	M141V191M1 070011LVA15	AA	2	97 X4930AC6G 6D	26FB S11116	W52H09 \$	31,441.84
						TOTAL \$	92,013.62

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	97 X4930AC6G 6D	26FB S11116 W52H09	\$ 92,013.62
				TOTAL \$ 92,013.62

1452.232-4503CONTRACTOR'S REMITTANCE ADDRESSAUG/1994

TACOM-RI

Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name_____

Address_____

City & State_____

(Do not include any bank account information. If necessary, please submit this information under separate cover.)

(GS7015)

(End of Clause)

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SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

15	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III	MAY/2002
	DFARS		

16	52.246-4500	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001
	TACOM-RI		

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is justs@ria.army.mil. The data fax number for submission is 309-782-6346, ATTN: Sylvia Just.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:
N/A

(End of Clause)

(HS6510)

17	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	TACOM-RI		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

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If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

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If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

18	52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
19	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
20	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
21	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
22	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
23	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
24	52.242-12	REPORT OF SHIPMENT (RESHIP)	JUN/2003
25	52.243-1	CHANGES - FIXED PRICE	AUG/1987
26	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
27	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
	DFARS		
28	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
29	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
30	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
	DFARS		
31	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
32	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
	DFARS		
33	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	OCT/2003

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>

or

www.acq.osd.mil/dp/dars

(IF8001)

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34 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

35 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

36 52.245-9 USE AND CHARGES (DEVIATION) APR/1984

(a) Definitions.

As used this clause -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.

(2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

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(1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per hour}) (\text{Acquisition cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7121)

37 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

(IF7016)

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38 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003
DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmam.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

(2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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LIST OF ATTACHMENTS

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <https://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of Addenda	Title	Date	Number of Pages
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs
(JS7001)			